



FULTON COUNTY



INVITATION TO BID 13ITB85729YA-AP

**Perishable & Non-Perishable Food Items
For**

Housing & Human Services Department

RFP DUE DATE AND TIME: Thursday, November 8, 2012 at 11:00 A.M.

RFP ISSUANCE DATE: October 8, 2012

PURCHASING CONTACT: Al Micah Phillips, Assistant Purchasing Agent, at almicah.phillips@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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**INVITATION TO BID
Perishable and Non Perishable Food Items
FULTON COUNTY GOVERNMENT**

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for **qualified vendors to provide Perishable & Non-Perishable Food Items for the Housing and Human Services Department.**

1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.co.fulton.ga.us> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** **Perishable & non-perishable items.** The detailed scope of work and technical specifications are outlined in Section 5 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.

Bid Contact: Information regarding the bid, either procedural or technical, may be obtained by contacting Al Micah Phillips, Assistant Purchasing Agent at (404) 612-4214 or e-mail almicah.phillips@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: Al Micah Phillips, Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Fax: (404) 893-1736
Reference Bid # 13ITB85729YA-AP

2. PRE-BID CONFERENCE
(No pre-bid conference)

3. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

4. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address.
2. Bids shall be addressed to:

**Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459**

RE: 13ITB85729YA-AP, Perishable & Non-Perishable Items

5. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
6. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Al Micah Phillips, Assistant Purchasing no later than 2:00 PM, October 29, 2012. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

7. REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Certification of Acceptance of Bid/Proposal Requirements
3. Corporate or Partnership Certificate
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor
6. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

8. TERM OF CONTRACT:**MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2012, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2012. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of

Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2014 and shall end no later than the 31st day of December, 2014. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

9. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated

County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

10. **RIGHT TO REJECT BIDS:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
11. **APPLICABLE LAWS:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
12. **EXAMINATION OF CONTRACT DOCUMENTS:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
13. **WAGE CLAUSE:** Pursuant to Fulton County Code section 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
14. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
15. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
 - 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete

Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

- 16. NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

- 17. BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

- 18. EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

19. **JOINT VENTURE:** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
20. **CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBF participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBF participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

21. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

22. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior

to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

23. B. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- A. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- D. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- E. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

- F. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the

Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

- G. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- H. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
- I. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- K. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- L. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- M. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- N. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- O. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of

products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

- P. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- Q. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- R. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- S. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
- T. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
- U. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s).

- W. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
- X. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
- Y. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
- Z.If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- AA. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
- BB. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- CC. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a

Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

DD. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

- a. Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

EE. In the evaluation of the Bids, any award will be subject to the Bid being:

- a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
- b. Lowest cost to the County over projected useful life.
- c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

FF. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.

GG. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.

HH. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

II. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
- JJ. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
- KK. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

END OF SECTION

SECTION 2**BID FORM****Perishable & Non-Perishable Food Items**

Submitted _____, 20 .

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____

(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written 'Notice to Proceed' from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and

should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____

[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____

[State/County]

License Expiration Date: _____

Enclosed is a Bid Bond in the approved form, in the sum of:

_____ Dollars

(\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address

END OF SECTION

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid Requirements
- Form C: Georgia Professional License Certification *(if applicable)*
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**STATE OF GEORGIA****COUNTY OF FULTON**

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)_____
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM B: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices # to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 200__

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction,

termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent)

(Date)

(Signature of Authorized Representative)

(Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public)

(Seal)

Commission Expires _____
(Date)

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]**

_____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA**COUNTY OF FULTON****FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government**

has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company

letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Bidder/Proposer

Subcontractor

Date Completed:

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must** be completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

To: _____
(Name of Prime Contractor Firm)

ITB/RFP Number: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

[illegible]

Date _____

Date_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)
perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
-------------	-------------	------------	--------------------------------	--

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed

By: _____

—
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires:

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 5**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS****Perishable & Non-Perishable Foods**

Food Type	Number of Items on Bid
Meats	21
Seafood	10
Poultry	13
Perishables/Non-Perishables	56
Canned & Dry Goods	184
Produce	38
Ready to Serve Items	132
Total Biddable Items	454

Fulton County is soliciting bids from qualified vendors to provide Perishable & Non-Perishable Food Items to the Health and Human Service Department on an as, if and/or when requested basis during a twelve month period.

- Successful respondent must have the capacity to provide weekly and bi-weekly deliveries
- Successful respondent must be capable of supply fountain equipment
- Successful respondent must repair and/or replace defective equipment within 24 hour of service call
- Vendor Facility: Vendors submitting bids must have adequate facilities and equipment to meet delivery requirements.
- Orders must be delivered on agreed upon delivery schedule. Failure to consistently meet agreed upon delivery schedule may result in the withdrawal of the award from the vendor.
- All products must be delivered inside the kitchen or pantry or other specified area by designated staff personnel of the Human Services Department.
- Bread Product Specifications: All products shall be delivered fresh. Fresh indicates that the bread was baked not earlier than 24 hours before delivery. All packaging shall have the expiration date clearly printed.
- All products shall be enriched not less than the minimum requirements of the U.S.
- Government specifications and enrichment shall be obtained by using only enriched flour and adding U.S. Government approved additives necessary to meet the U.S. Government requirements.

All packaging and wrapping shall meet all federal, state, and local requirements including labeling and ingredient information. All packaging shall be moisture proof.

MINIMUM STANDARDS AND DELIVERY LOCATIONS FOR THE DEPARTMENT OF BEHAVIORAL HEALTH ONLY –

- The three (3) Developmental Disabilities Centers service adults daily and serve lunch. The lunch is ready to cook foods (canned vegetables, etc.), where the cooks can warm the food and serve the clients.
- The three (3) centers are participating in the Bright from the Start Food Nutrients Program and have to adhere to Federal guidelines. The centers must order SOY MILK and follow menus.
- The centers do not have a “prep” sink to prepare raw uncooked foods, therefore all meat products need to be ready cooked and able to be warmed up and served.
- The individuals served may have some motor skills that do not allow them to use certain condiments in the cafeteria area, for example opening ketchup and mustard packages. Therefore we must order individual bottles to assist the individuals.
- The individuals also attend community outings where they take their lunches with them. Therefore we need certain foods to prepare their lunches.
- Bidder will deliver goods, within twenty-four (24) hours after receipt of order to the following locations as requested:
 1. Central Training Center (CTC)
425 Langhorne St.
Atlanta, GA 30310
 2. North Training Center (NTC)
5025 Roswell Road, NE
Atlanta, GA 30342
 3. South Training Center (STC)
2605 Fairburn Road, SW
Atlanta, GA 30331

All prices must be FOB Destination, unloaded inside, free of charge of goods between the hours of 8:00 am and 1:00 pm, Monday through Thursday. No deliveries will be accepted after 1:00 pm.

SECTION 6

PRICING FORMS

Item	Packaging/ Size	Description	Estimated Quantity	Unit of issue	Unit Cost	Total cost
1	1/15 lb.	Hormel Bacon Slab Sliced 18/22 Count	144	Case	\$	\$
2	72/1.8 oz.	Flowers Beef Burger Mini w/Bun,	36	Case	\$	\$
3	1/60 lb Average Weight	Cattlemen's Selection Selection Beef Chuck Boneless. 2 pc. 126A,	24	Case	\$	\$
4	2/7-10 lb. Average	Hormel Beef Corned Brisket Chuck Precooked.	12	Case	\$	\$
5	1/10 lb.	Cattleman's Selection Beef Diced for Stew 3/8" cut	48	Case	\$	\$
6	30/5.33 oz.	Tyson's Beef Fritter County Texas Style,	48	Case	\$	\$
7	4/10 lb.	Beef Ground Bulk 81/19 Fine, IBP	72	Case	\$	\$
8	40/4 oz.	Beef Liver Sliced Skinned & Deveined Prime	288	Case	\$	\$
9	78/308 oz.	Cattleman's Selection Beef Patty Flame Broiled Cooked	96	Case	\$	\$
10	3/11-14 lb. in average weight	Cattlemen's Selection Beef Rib-eye Lip-on Boneless. Select	24	Case	\$	\$
11	2/16# dn.	Cattlemen's Selection Beef Rib-eye Lip-on 112A USDA	24	Case	\$	\$
12	3/23lbs.in Average weight	Cattlemen's Selection Beef Round Inside Top Choice 168	24	Case	\$	\$
13	1/10 lb.	Nathan's Franks All Beef 8x1 Skinless 6"	96	Case	\$	\$
14	2/9-10#	Hormel Ham Buffet Boneless Water Added 32% Menu	87	Case	\$	\$

15	8/4-8 lbs. in Average Weight	Hormel Pork Boston Butt B/I Trimmed Fresh	48	Case	\$	\$
16	1/10 lb.	Hormel Pork Chops Center Cut Special 1413A 5oz.	384	Case	\$	\$
17	6/8-9 lbs. in Average Weight	Hormel Pork Lions Boneless Center Cut	48	Case	\$	\$
18	1/11 lb.	Eckrich Sausage Beef Smoked Rope	96	Case	\$	\$
19	1/10 lb.	Roseli Sausage Italian Rope Mild N/C	96	Case	\$	\$
20	1/12 lb.	Jimmy Dean Sausage Linked 2oz. A/C	48	Case	\$	\$
21	1/12 lb.	Jimmy Dean Sausage Pork Patty 2 oz.	96	Case	\$	\$
22	4/2.5 lb.	Bluewater Crab limit Flake Style	48	Case	\$	\$
23	1/10 lb.	Orca Bay Flounder Filet Breaded Raw 4-5oz.	96	Case	\$	\$
24	1/15 lb.	Harbor Bay Pangasius Striped Individual Quick Frozen Quick Frozen 5-7 oz.	240	Case	\$	\$
25	4/10 lb.	Harbor Bay Perch Filet Shatr-Pk. 4-6 Count	96	Case	\$	\$
26	4/3 lb.	Harbor Bay Shrimp Breaded Butterfly cleaned tail on 26/30 Count	96	Case	\$	\$
27	5/2 lb.	Harbor Bay Shrimp peeled/deveined Cooked/ white 26-30 tail On	120	Case	\$	\$
28	4/2.5 lb.	Harbor Bay Tiger Shrimp peeled/deveined cooked tail on 26/30	48	Case	\$	\$
29	1/10 lb.	Ocean Farm Tilapia Fillet Individual Quick Frozen. 3-5 oz.	72	Case	\$	\$
30	4/410 lb.	Harbor Bay Tilapia Fillet Skinless. 5-7 oz. Individuals.	240	Case	\$	\$
31	4/10 lb.	Harbor Bay Whiting Filet Layer-Pk. 4-6 oz.	144	Case	\$	\$

32	48/4 oz.	Tyson Chicken Breast boneless Skinless Marinated.	378	Case	\$	\$
33	40/4 oz.	Tyson Chicken Breast fillet breaded fritter Southern Style.	96	Case	\$	\$
34	48/7 oz.	Tyson Chicken Cut breast Half individual Quick Frozen.	180	Case	\$	\$
35	14/3.25 lb.	Tyson Chicken Controlled vacuum Packed 8 pcs. Fresh cleaned	144	Case	\$	\$
36	1/10 lb.	Tyson Chicken meat pulled White	96	Box	\$	\$
37	8/5 lb.	Tyson Chicken Wing individual Quick frozen. 1 & 2 Joint Jumbo	192	Case	\$	\$
38	2/5 lb.	Oscar Mayer Franks Turkey 8x1 5.25" Can.	96	Case	\$	\$
39	80/2 oz.	Tyson Sausage Chicken Breakfast Patty	24	Case	\$	\$
40	128/1.25 oz.	Eckrich Sausage Turkey Patty	48	Case	\$	\$
41	2/8-10 lb.	Hormel Turkey breast boneless Raw bag	36	Case	\$	\$
42	2/8-10 lb.	Hormel Turkey breast Boneless Foil	96	Case	\$	\$
43	2/8 lbs. in Average Weight	Hormel Turkey breast skinless Natural Browned.	36	Case	\$	\$
44	1/30 lb.	Tyson Turkey Wing Tom 2 Joint	300	Case	\$	\$
45	4/25 Ct.	Nathan's Appetizer- Frank in puff pastry.	12	Case	\$	\$
46	4/25 Ct.	Presentations Appetizer- scallop bacon wrapped	12	Case	\$	\$
47	1/30 lb.	Birds Eye Bean- Baby Lima	60	Case	\$	\$
48	4/32 Ct	Lady Aster Blintz Brunch	12	Case	\$	\$
49	10/24 oz.	Flowers Bread Marble Rye Deli	12	Case	\$	\$

50	6/24 oz.	Flowers Bread Texas Toast White ¾ " slice	12	Case	\$	\$
51	1/125 Ct.	Flowers Bread –Garlic Toast New York style	96	Case	\$	\$
52	3/10 lb.	Birds Eye Broccoli Cuts Individual quick frozen	96	Case	\$	\$
53	12/12 oz.	Sara Lee Cake Pound	96	Case	\$	\$
54	4/48 oz.	Sara Lee Cake sheet Sponge yellow un-iced	96	Case	\$	\$
55	96 each	Birds Eye Corn Cob Mini	96	Case	\$	\$
56	96 each	Birds Eye Corn Cob Petite	120	Case	\$	\$
57	3/10 lb.	Birds Eye Corn Whole Kernel	96	Case	\$	\$
58	168/1.25 oz.	Vie De France Croissant Butter	60	Case	\$	\$
59	128/1 oz.	Vie De France Croissant Butter Curved	60	Case	\$	\$
60	48/3 oz.	Vie De France Croissant Butter Curved Sliced	96	Case	\$	\$
61	6/8 Ct.	Sara Lee Danish Assorted Elite	24	Case	\$	\$
62	4/24 ct.	Sara Lee Danish Assorted Mini 1.25oz	24	Case	\$	\$
63	216/2.0 oz.	Pillsbury Dough Biscuit Southern style	96	Case	\$	\$
64	240/1.5 oz.	Sister Schubert's Dough Dinner Roll –wheat	120	Case	\$	\$
65	2/5 lb.	Campbell's Eggplant Cutlet breaded. Naples cut	24	Case	\$	\$
66	4/76 oz.	Campbell's Entree Beef Chipped Creamed	24	Case	\$	\$
67	4/96 oz.	Hormel Entrée Lasagna Meat	195	Case	\$	\$
68	4/96 oz.	Hormel Entrée Lasagna Veg.	144	Case	\$	\$
69	12/3 lb.	Birds Eye Green Collard Chopped	106	Case	\$	\$
70	12/3 lb.	Birds Eye Green Collard individual quick frozen.	70	Case	\$	\$
71	12/3 lb.	Birds Eye Green Turnip w/ diced Turnips Individual quick frozen.	106	Case	\$	\$
72	48/6 oz.	Ocean Spray Juice Apple Squat Cup	124	Case	\$	\$

73	96/4 oz.	Ocean Spray Juice Cranberry Blend Cup	124	Case	\$	\$
74	96/4 oz.	Ocean Spray Juice Orange Blend Cup	120	Case	\$	\$
75	96/4 oz.	Ocean Spray Orange juice Squat Cup	120	Case	\$	\$
76	4/5 lb.	Birds Eye Okra Cut Brd. Individual quick frozen Grade A	96	Case	\$	\$
77	1/30 lb.	Birds Eye Okra Cut Grade A Individual quick frozen.	96	Case	\$	\$
78	40/4 oz.	Roslei Pasta Lasagna Egg Sheet Pre-cooked.	96	Case	\$	\$
79	1/30 lb.	Birds Eye Pea -Black-eyed	96	Case	\$	\$
80	12/2.5 lb.	Birds Eye Pea –Green Grade A	96	Case	\$	\$
81	12/2.5 lb.	Bird's Eye Peas sugar Snap grade A USA	24	Case	\$	\$
82	6/46 oz.	Mrs. Smith's Pie-Apple Ready to bake. 10" Old fashion Ready To Bake	96	Case	\$	\$
83	6/34 oz.	Edwards Pie Lemon Meringue Condensed. 10"	48	Case	\$	\$
84	6/38 oz.	Edwards Pie Lemon Meringue Thaw and Serve 10"	48	Case	\$	\$
85	20/9 in.	Keebler's Pie shell Vegetable.	96	Case	\$	\$
86	6/5 lb.	Simplot Potato Fry Steak	100	Case	\$	\$
87	5/3 lb.	Simplot Potato Sweet Platter Fries	48	Case	\$	\$
88	6/5 lb.	Simplot Potato Tater tot Versitot	65	Case	\$	\$
89	80/1.25 oz.	Pillsbury Roll Yeast Whole Baked	48	Case	\$	\$
90	12/31 lb.	Bird's Eye Spinach Chopped Grade A	48	Case	\$	\$
91	12/16 oz.	Sara Lee Topping Strawberry Slice	48	Case	\$	\$
92	12/2 lb.	Richs Topping Whipped Base	48	Case	\$	\$
93	24/12 ct.	Old El Paso Tortilla Flour Pressed 8"	24	Case	\$	\$
94	3/10 lb.	Bird's Eye Vegetable Blend Cauliflower Grade A	96	Case	\$	\$
95	6/4 lb.	Bird's Eye Vegetable Blend Chef. Cut Bahamas	96	Case	\$	\$

96	6/4 lb.	Bird's Eye Vegetable Blend Chef cut California.	96	Case	\$	\$
97	6/4 lb.	Bird's Eye Vegetable Blend Chef cut Key Largo.	24	Case	\$	\$
98	12/2.5 lb.	Bird's Eye Vegetable Blend Stir Fry	84	Case	\$	\$
99	3/10 lb.	Bird's Eye Veg All Vegetable Mix 5 way	96	Case	\$	\$
100	4/25 Ct.	Presentations Appetizer Cheese straw.	24	Case	\$	\$
101	6/3 Kilo	Ronson Artichoke Heart Quarter	12	Case	\$	\$
102	6/#10	Bush's Bean Baked New England Style fancy	100	Case	\$	\$
103	6/#10	Allen's Bean Great Northern	50	Case	\$	\$
104	1/20 lb.	Allen's Bean Navy Pea US # 1 Dried	12	Case	\$	\$
105	6/#10	Allens Bean Red Fancy	48	Case	\$	\$
106	6/#10	Del Monte Beet Slice Medium Fancy	86	Case	\$	\$
107	6/#10	Del Monte Beet Whole Fancy 80/130 Count.	24	Case	\$	\$
108	1/25 lb.	McCormick's Breeding Mix Seafood	12	Bag	\$	\$
109	12/42 oz.	Quaker Oats Cereal Hot Oat Quick	48	Case	\$	\$
110	6/.5 gal.	Town and Country Cherry Mara Stem Large Plastic.	24	Case	\$	\$
111	4/1 gal.	Town and Country Cherry Maraschino Stem Large, plastic	24	Case	\$	\$
112	12/#303	Ronson Chestnut Water Sliced	12	Case	\$	\$
113	104/1 oz.	Lay's Chip Potato Regular. Ss.	264	Case	\$	\$
114	1/10 lb.	Coco Lopez Coconut Shred Medium.	12	Box	\$	\$
115	1/10 lb.	Keebler's Cookie Chocolate. Chip 324 Count	48	Case	\$	\$
116	4/12 ct.	Nabisco Cookie Nutter Butter	48	Case	\$	\$
117	1/10 lb.	Nabisco Cookie Oatmeal 324 Count	52	Case	\$	\$
118	12/13.3 oz.	Nabisco Cookie Vanilla Wafers	48	Case	\$	\$

119	1/25 lb.	Stivers Corn Meal Yellow Self-Rising	96	Bag	\$	\$
120	24/1 lb.	Argo Corn Starch	48	Case	\$	\$
121	60/Trays	Keebler's Cracker Assorted. Distinctive Heritage.	96	Case	\$	\$
122	25/4.64 oz.	Keebler's Cracker Assorted. Medley Sleeves	24	Case	\$	\$
123	300/3/4 oz.	Pepperridge Farm Cracker Goldfish	24	Case	\$	\$
124	300/2 pk.	Nabisco Cracker Saltine Premium	96	Case	\$	\$
125	1/10 lb.	Nabisco Cracker Saltine Premium Crushed.	24	Case	\$	\$
126	500/2 pk.	Nabisco Cracker Variety Favorite	48	Case	\$	\$
127	1/10 lb.	Ocean Spray Cranberry Dried & Sweetened	24	Bag	\$	\$
128	20/50 ct.	Cremora Creamer Coffee Nondairy Powered. Packet.	12	Case	\$	\$
129	100/1.5 oz.	Kens Steak House Dressing Balsamic Vinaigrette packet	12	Case	\$	\$
130	100/1 oz.	Naturally Fresh Dressing Blue Cheese Cup	24	Case	\$	\$
131	128/1.5 oz.	Naturally Fresh Dressing Honey Mustard Dip Cup	24	Case	\$	\$
132	100/1.5 oz.	Naturally Fresh Dressing Italian Creamy Cup	48	Case	\$	\$
133	60/1.5 oz.	Kens Steak House Dressing Parmesan Peppercorn Packet.	48	Case	\$	\$
134	100/1.5 oz.	Naturally Fresh Dressing Ranch Cup	48	Case	\$	\$
135	4/1 gal.	Naturally Fresh Dressing Ranch Jalapeno	48	Case	\$	\$
136	4/1 gal	French's 1000 Island Dressing	66	Case	\$	\$
137	100/1.5 oz.	French's 1000 Island Dressing Cls Cup	48	Case	\$	\$
138	6/16 oz.	RealLemon Extract Lemon Imitation Plastic container	24	Case	\$	\$
139	6/32 oz.	McCormick Extract Vanilla Imitation	26	Case	\$	\$
140	6/16 oz.	McCormick Extract Vanilla Pure	26	Case	\$	\$

141	1/25 lb.	Gold Medal Flour Hotel and Restaurant All Purpose	120	Bag	\$	\$
142	1/25 lb.	Gold Medal Flour Hotel and Restaurant Self-Rising	120	Bag	\$	\$
143	12/32 OZ	Garland Garlic chopped in oil	48	Case	\$	\$
144	15/3.25 Z	Knox Gelatin Diet source Assorted. Red	39	Case	\$	\$
145	12/1 LB	Knox Gelatin Plain	45	Case	\$	\$
146	8/5 LB	Aunt Jemima Grits Quick Hominy White	48	Case	\$	\$
147	6/#10	Hormel Hash Corned Beef	12	Case	\$	\$
148	6/#10	Castleberry Hash Corned Beef	12	Case	\$	\$
149	6/5 LB	Clover Honey Pure Plastic	48	Case	\$	\$
150	4/1 GAL	Heinz Horseradish White Prepared	12	Case	\$	\$
151	6/5LB	Duncan Hines Icing Mix White	48	Case	\$	\$
152	2/11 LB	Duncan Hines Icing Ready to Use Choc Fudge	24	Case	\$	\$
153	200/3/8 OZ	Smucker's Jam Assorted. Sugar Free	48	Case	\$	\$
154	400/.5 OZ	Smucker's Jam Strawberry Cup	120	Case	\$	\$
155	200/.5 OZ	Smucker's Jelly Assorted Cup #4	96	Case	\$	\$
156	12/25.4OZ	Welch's Juice Grape Sparkling White	24	Case	\$	\$
157	6/48 OZ	Real Lemon Lemon Juice	36	Case	\$	\$
158	4/1 GAL	Real Lemon Lemon Juice	48	Case	\$	\$
159	12/46 OZ	Ocean Spray Juice Pineapple Unsweetened	12	Case	\$	\$
160	6/#10	RedGold Ketchup	140	Case	\$	\$
161	1000/9 GM	Heinz Ketchup Packet	48	Case	\$	\$
162	4/1 GAL	Kraft Mayonnaise Lite	32	Case	\$	\$
163	200/7/16OZ	Kraft Mayonnaise Lite	96	Case	\$	\$
164	6/4.5LB	Duncan Hines Mix Cake Chocolate	48	Case	\$	\$
165	6/4.75LB	Duncan Hines Mix Cake Yellow 4.75 pound	48	Case	\$	\$

166	4/1 GAL	Grandma's Molasses Unsulfured	12	Case	\$	\$
167	24/16 OZ	Allen's Mushroom Stem & Pieces	48	Case	\$	\$
168	12/16 OZ	McCormick Mustard Dry	12	Case	\$	\$
169	500/4.5 GM	French's Mustard Packet	48	Case	\$	\$
170	4/1 GAL	French's Mustard Prepared / Salad	44	Case	\$	\$
171	4/1 GAL	Guldens Mustard Spicy Brown	12	Case	\$	\$
172	6/14 OZ	Blue Diamond Nut Almond Blanched Slivered	12	Case	\$	\$
173	1/35 LB	Crisco Oil Corn	24	Each	\$	\$
174	6/1 GAL	Bertoli Oil Olive Blend 80/20	24	Case	\$	\$
175	1/35 LB	Crisco Oil Peanut Heavy Duty	24	Each	\$	\$
176	10/56 OZ	Dynasty Oil Sesame Seed Imported	12	Case	\$	\$
177	1/35 LB	Crisco Oil Soybean	420	Each	\$	\$
178	4/1 GAL	Ronson Olive Queen Stuffed 70/90	24	Case	\$	\$
179	6/22 OZ	Pam Pan Coating Aerosol. Concentrate	48	Case	\$	\$
180	2/10 LB	Roseli Pasta Macaroni Elbow	86	Case	\$	\$
181	2/5 LB	Roseli Pasta Noodle Egg Med	134	Case	\$	\$
182	20/1 LB	Roseli Pasta Spaghetti	86	Case	\$	\$
183	2/10 LB	Roseli Pasta Ziti	12	Case	\$	\$
184	6/#10	Dole Peach Yellow Cling Slice Light Syrup	88	Case	\$	\$
185	6/#10	Dole Pear Halves Ch Light Syrup 30/35 Count	88	Case	\$	\$
186	1/5 LB	Fisher Pecan pieces medium	48	Box	\$	\$
187	12/6 OZ	Heinz Pepper Green Sport	48	Case	\$	\$
188	24/28 OZ	Vlassic Pimiento Diced Unpeeled	36	Case	\$	\$
189	6/#10	Dole Pineapple tidbits in juice	62	Case	\$	\$
190	6/2.25LB	Stouffers Potato Au Gratin Classic Casserole	86	Case	\$	\$

191	6/2.5 LB	Stouffers Potato Hash Brown Redi-Shredded	48	Case	\$	\$
192	6/5.437 lb	Stouffers Potato Instant Complete with Vitamin C	48	Case	\$	\$
193	6/2.25LB	Stouffers Potato Scalloped Classic Casserole	24	Case	\$	\$
194	6/#10	Allen's Potato Whole Wheat Fancy 90/120	12	Case	\$	\$
195	6/5 LB	Calumet Powder Baking Double Acting	24	Case	\$	\$
196	6/#10	Sunmaid /Sunsweet Prune Pitted Heavy Syrup 140/180 .	48	Case	\$	\$
197	24/3.4 OZ	Diet source Pudding Vanilla Mix	12	Case	\$	\$
198	24/15 OZ	Sunmaid Raisin Seedless	122	Case	\$	\$
199	4/1 GAL	Heinz Relish Sweet Green Fancy	39	Case	\$	\$
200	200/9 GM	Heinz Relish Sweet Green Packet.	60	Case	\$	\$
201	6/36 OZ	Uncle Ben's Rice Long Grain And Wild	60	Case	\$	\$
202	1/25 LB	Uncle Ben's Rice Parboiled Perfect	86	Bag	\$	\$
203	6/4 LB	Double Q Salmon Pink	96	Case	\$	\$
204	12/3 LB	Morton's Salt Kosher	25	Case	\$	\$
205	6/1000CT	Morton's Salt Packet.	60	Case	\$	\$
206	4/1 GAL	Cattleman's Sauce Barbeque Classic	58	Case	\$	\$
207	4/1 GAL	Cattleman's Sauce Barbeque Original	58	Case	\$	\$
208	12/32 OZ	Maggi Sauce Browning	24	Case	\$	\$
209	6/#10	Kraft Sauce Cheese Cheddar Sharp	68	Case	\$	\$
210	6/#10	Heinz Sauce Chili Fancy	60	Case	\$	\$
211	100/1 OZ	Sauce Cocktail Cup Heinz	24	Case	\$	\$
212	6/#10	Heinz Sauce Cocktail Seafood Ready To Use	12	Case	\$	\$
213	24/16 OZ	Ocean Spray Sauce Cranberry Jellied	32	Case	\$	\$
214	24/6 OZ	Frank's Red Hot Sauce Hot	24	Case	\$	\$

215	200/7 GM	Texas Pete Sauce Hot Packet	144	Case	\$	\$
216	4/138 OZ	OI El Passo Sauce Picante Medium	24	Case	\$	\$
217	6/.5 GAL	Kikkoman's Sauce Soy Light	12	Case	\$	\$
218	6/#10	Angela Mia Sauce Spaghetti Marinara	96	Case	\$	\$
219	2/1 GAL	Kraft Sauce Steak Burgundy	24	Case	\$	\$
220	4/1 GAL	Kraft Sauce Tartar	24	Case	\$	\$
221	100/1.5 OZ	Kraft Sauce Tartar Cup	96	Case	\$	\$
222	6/#10	Angela Mia Sauce Tomato Mw	84	Case	\$	\$
223	4/1 GAL	Kraft Worcestershire Sauce	24	Case	\$	\$
224	1/2 GAL	Klaussen Sauerkraut Shredded Fancy	12	Case	\$	\$
225	6/6.25 Z	McCormick's Seasoning Italian Whole	60	Case	\$	\$
226	6/12 OZ	McCormick's Seasoning Poultry	60	Case	\$	\$
227	6/12 CT	Cinnabon Snack Bar Cinnabon Original 1.3 Oz	24	Case	\$	\$
228	128/1.2OZ	Nature's Own Snack Bar Granola Almond Sweet & Salty	24	Case	\$	\$
229	120/1 OZ	Nature's Own Snack Bar Granola Variety	24	Case	\$	\$
230	10/1 LB	Nature's Own Snack Mix American Blend	24	Case	\$	\$
231	72/2 OZ	Nature's Own Snack Trail Mix Nut & Chocolate	24	Case	\$	\$
232	24/12 OZ	Soda Coca Cola Classic	144	Case	\$	\$
233	6/1LB	Minors Soup Base Beef No MSG Added	96	Case	\$	\$
234	6/1 LB	Minors Soup Base Chicken No MSG/Homogenized Vegetable Protein	96	Case	\$	\$
235	6/28 OZ	Minors Soup Base Cream No MSG	24	Case	\$	\$
236	6/1 LB	Minors Soup Base Lobster No MSG	12	Case	\$	\$
237	6/1 LB	Minors Soup Base Seafood No Add MSG	24	Case	\$	\$

238	12/50 OZ	Campbell's Soup Cream Of Celery	48	Case	\$	\$
239	12/50 OZ	Campbell's Soup Cream Of Chicken	84	Case	\$	\$
240	12/49.5OZ	Campbell's Soup Cream Of Mushroom	48	Case	\$	\$
241	6/1 LB	McCormick's Spice Allspice Ground	30	Case	\$	\$
242	6/5 OZ	McCormick's Spice Basil Leaves Sweet	24	Case	\$	\$
243	3/8 OZ.	McCormick's Spice Bay Leaves Whole	24	Case	\$	\$
244	6/18 OZ	McCormick's Spice Chili Powder Light	24	Case	\$	\$
245	6/18 Z	McCormick's Spice Cinnamon Ground	52	Case	\$	\$
246	6/8 OZ	McCormick's Spice Cinnamon Stick	24	Case	\$	\$
247	6/1 LB	McCormick's Spice Curry Powder	12	Case	\$	\$
248	6/26 OZ	McCormick's Spice Garlic Granulated	54	Case	\$	\$
249	6/1 LB	McCormick's Spice Ginger Ground	24	Case	\$	\$
250	6/28 OZ	McCormick's Spice Lemon Pepper	49	Case	\$	\$
251	6/1 LB	McCormick's Spice Nutmeg Ground	6	Case	\$	\$
252	6/20 OZ	McCormick's Spice Onion Powder	51	Case	\$	\$
253	3/1.5 LB	McCormick's Spice Oregano Leaf	48	Case	\$	\$
254	6/1 LB	McCormick's Spice Paprika Extra Fancy	51	Case	\$	\$
255	3/10 OZ	McCormick's Spice Parsley Flake	48	Case	\$	\$
256	6/1 LB	McCormick's Spice Pepper Black Shaker Ground	56	Case	\$	\$
257	6/1000CT	McCormick's Spice Pepper Packet.	48	Case	\$	\$
258	6/13 OZ	McCormick's Spice Pepper Red Crushed	24	Case	\$	\$
259	6/1 LB	McCormick's Spice Pepper Red Ground	24	Case	\$	\$
260	6/18 OZ	McCormick's Spice Pepper White Ground	24	Case	\$	\$
261	6/13 OZ	Campbell's Soup Cream Of Chicken	24	Case	\$	\$
262	6/6 OZ	Campbell's Soup Cream Of Mushroom	48	Case	\$	\$
263	12/2 LB	McCormick's Spice Allspice Ground	48	Case	\$	\$

264	1/50 LB	McCormick's Spice Basil Leaves Sweet	52	Case	\$	\$
265	3000/1/10OZ	McCormick's Spice Bay Leaves Whole	48	Case	\$	\$
266	1/2000CT	McCormick's Spice Chili Powder Light	48	Case	\$	\$
267	2000/INDV	McCormick's Spice Cinnamon Ground	48	Case	\$	\$
268	24/24 OZ	McCormick's Spice Cinnamon Stick	12	Case	\$	\$
269	4/1 GAL	McCormick's Spice Curry Powder	12	Case	\$	\$
270	100/1.1 OZ	McCormick's Spice Garlic Granulated	48	Case	\$	\$
271	1/1 lb.	McCormick's Spice Ginger Ground	12	Case	\$	\$
272	6/32 OZ	McCormick's Spice Lemon Pepper	36	Case	\$	\$
273	6/# 10	McCormick's Spice Nutmeg Ground	84	Case	\$	\$
274	6/#10	McCormick's Spice Onion Powder	24	Case	\$	\$
275	6/#5	McCormick's Spice Oregano Leaf	96	Case	\$	\$
276	6/66.5OZ	McCormick's Spice Paprika Extra Fancy	136	Case	\$	\$
277	6/1 GAL	McCormick's Spice Parsley Flake	12	Case	\$	\$
278	4/1 GAL	McCormick's Spice Pepper Black Shaker Ground	12	Case	\$	\$
279	4/1 GAL	McCormick's Spice Pepper Packet.	16	Case	\$	\$
280	48/8 OZ	McCormick's Spice Pepper Red Crushed	420	Case	\$	\$
281	24/.5 LTR	McCormick's Spice Pepper Red Ground	360	Case	\$	\$
282	6/#10	Allen's Yam Cut Fancy	96	Case	\$	\$
283	6/#10	Allen's Yam Mashed Fancy	48	Case	\$	\$
284	6/#10	White House Apple Slice In Water 6.5 lb.	48	Case	\$	\$
285	1/10#	Dole Fresh Green Banana Turn To Yellow	48	Case	\$	\$
286	2/5 LB	Fresh Bean Green Foodservice Trimmed	72	Case	\$	\$
287	1/14 CT	Fresh Broccoli Fancy Iceless	12	Case	\$	\$
288	1/50 LB	Fresh Green Cabbage Medium	48	Bag	\$	\$

289	1/3 CT	Fresh Red Cabbage Foodservice	48	Case	\$	\$
290	25lb./JUMBO	Fresh Carrot	24	Bag	\$	\$
291	50lb./JUMBO	Fresh Carrot	60	Bag	\$	\$
292	1/36 CT	Fresh Celery Pascal	12	Case	\$	\$
293	1/5 LB	Fresh Cucumber	48	Box	\$	\$
294	1/12 CT	Cucumber Hydroponic	12	Box	\$	\$
295	1/22LB	Fresh Red Grape Seedless	48	Case	\$	\$
296	1/165 CT	Fresh Lemon	12	Case	\$	\$
297	4/6 CT	Fresh Lettuce Green Leaf	24	Case	\$	\$
298	4/6 CT	Fresh Lettuce Iceberg Trimmed	36	Case	\$	\$
299	4/6 CT	Fresh Lettuce Romaine	24	Case	\$	\$
300	1/18 CT	Fresh Melon Cantaloupe Fancy Fresh	24	Case	\$	\$
301	25lb/8 CT	Fresh Honeydew Melon	24	Case	\$	\$
302	1/3 LB	Fresh Mushroom Extra large	24	Case	\$	\$
303	1/3 LB	Fresh Mushroom Portabella Cap 3 1/2"	12	Case	\$	\$
304	1/12 CT	Fresh, Onion Green	12	Case	\$	\$
305	1/10 LB	Fresh Onion Red Jumbo	24	Bag	\$	\$
306	1/25 LB	Fresh Onion Yellow #1 Jumbo	48	Bag	\$	\$
307	1/12 CT	Fresh Parsley Curly Bunch Iceless	12	Case	\$	\$
308	1/1.1 BU	Fresh Med Green Bell Peper	48	Case	\$	\$
309	1/5 LB	Fresh Pepper Red Bell Large	24	Case	\$	\$
310	1/7 CT	Fresh Pineapple Golden Ripe	12	Case	\$	\$
311	1/80 CT	Fresh Potato Baking Idaho	48	Case	\$	\$
312	1/50 LB	Fresh Potato Red #1 \Size A	48	Bag	\$	\$
313	40lb/55 CT	Fresh Potato Sweet #1	96	Case	\$	\$
314	2/11 LB	Fresh Express Salad Coleslaw Cls Creamy	48	Case	\$	\$
315	2/12 LB	Fresh Express Salad Potato Southern With Egg	48	Case	\$	\$
316	1/1/2 BU	Fresh Squash Yellow Medium	48	Case	\$	\$
317	1/1/2 BU	Fresh Squash Zucchini Green Med	48	Case	\$	\$
318	8/1 LB	Fresh Strawberry	24	Flat	\$	\$

319	1/25LB	Fresh Tomato Bulk Green	24	Case	\$	\$
320	1/25 LB	Fresh\ Tomato Bulk Utility	48	Case	\$	\$
321	12/1 PT	Fresh Tomato Grape	24	Case	\$	\$
322	1/12 CT	Fresh Apple Red Del Francy	12	Box	\$	\$
323	4/5 LB CS	Kraft American Cheese, Sliced	36	Case	\$	\$
324	1/96 CT	Ocean Spray Fruit cup mixed, 4 oz. cup	34	Case	\$	\$
325	1/96 CS	Nabisco Oreo cookies	8	Case	\$	\$
326	1/CS	Breyers Ice cream cup– vanilla/choc/strawberry	12	Case	\$	\$
327	6/8-9# AV	Hormel Turkey, boneless	25	Case	\$	\$
328	3 LB PCK	Hormel Ham slice	50	Case	\$	\$
329	2 LB PCK	Hormel Turkey slice	50	Case	\$	\$
330	1/GAL	Dukes Mayonnaise	40	Case	\$	\$
331	96 CT	Pillsbury Dinner rolls	192	Case	\$	\$
332	1/GAL	Soy Milk Milk Soy	890	Case	\$	\$
333	6/CS	Ocean Spray Tropical Fruit	36	Case	\$	\$
334	26 SL/PCK	Flowers Bread, Wheat, Pullman	200	Case	\$	\$
335	1.1 OZ BG	Frito Lays Sun Chips	90	Case	\$	\$
336	4/5 LB CS	Hormel BBQ Pork	36	Case	\$	\$
337	4/5 LB CS	Hormel Meat Loaf	50	Case	\$	\$
338	4/5 LB CS	Hormel Salisbury Steak	50	Case	\$	\$
339	6#10	Veg All Canned Mixed Vegetables	40	Case	\$	\$
340	6#10	Allen's Green Beans	40	Case	\$	\$
341	6#10	Allen's Sliced Carrots	40	Case	\$	\$
342	6#10	Allen's Squash	40	Case	\$	\$
343	6#10	Allen's Broccoli Spears	40	Case	\$	\$
344	6#10	Veg All Vegetable Blend	40	Case	\$	\$
345	6#10	Campbell's Chicken Noodle Soup	40	Case	\$	\$
346	6#10	Campbell's	40	Case	\$	\$

		Chicken Rice Soup				
347	6#10	Whitehouse Applesauce	40	Case	\$	\$
348	6#10	Del Monte Sweet Peas	40	Case	\$	\$
349	6#10	Allen's Pinto Beans	40	Case	\$	\$
350	6#10	Del Monte Lima Beans	40	Case	\$	\$
351	6#10	Vlassic Pickle Spears	40	Case	\$	\$
352	6#10	Del Monte Whole Kernel Corn	40	Case	\$	\$
353	6#10	Castleberry Beef Stew	40	Case	\$	\$
354	6#10	Dole Fruit Cocktail	40	Case	\$	\$
355	6#10	Campbell's Creamed Chicken Soup	40	Case	\$	\$
356	6#10	Allen's Peas and Carrots	40	Case	\$	\$
357	6#10	Allen's Pineapple Chunks	40	Case	\$	\$
358	6#10	Del Monte Tomato sliced	40	Case	\$	\$
359	6#10	Dole Mandarin Orange	40	Case	\$	\$
360	6#10	Dole Diced Pears	40	Case	\$	\$
361	6#10	Popeye's Spinach	40	Case	\$	\$
362	6#10	Allen's Field snap	40	Case	\$	\$
363	6#10	Allen's Diced potatoes	40	Case	\$	\$
364	6#10	Del Monte Fruit cocktail diet	12	Case	\$	\$
365	6#10	Fresh Tomatoes Roma, diced	60	Case	\$	\$
366	6/ 2LB 3 OZ	Lawry's Seasoned salt	18	Case	\$	\$
367	35 LB	Land O Lakes Butter	40	Case	\$	\$
368	4/5 LB	Uncle Bens Corn bread dressing	72	Case	\$	\$
369	40 CT	Tyson Chicken patties	50	Case	\$	\$
370	5 LB	Tyson Ground turkey	40	Case	\$	\$
371	500/CS	Red Gold Individual Ketchup, 1 oz.	48	Case	\$	\$
372	500/CS	French's Individual Mustard, 1 oz.	36	Case	\$	\$
373	1/CS	Tyson Meat balls, 1 or 2 oz. Each	48	Case	\$	\$

374	12/50 OZ CAN	Campbell's Chicken & Dumpling	40	Case	\$	\$
375	10 LB	Tyson Diced chicken	48	Case	\$	\$
376	96 CT	Tyson Pizza, pepperoni	36	Case	\$	\$
377	96 CT	Tyson Beef Pizza	36	Case	\$	\$
378	96 CT	Tyson Pizza, Sausage	36	Case	\$	\$
379	2/5 LB BAG	Fresh Express Diced onions	36	Bag	\$	\$
380	6#10	Allen's Field snap	40	Case	\$	\$
381	4/10 LB	IBP Ground Beef	60	Case	\$	\$
382	4/5 LB BAG	Fresh Express Tossed Salad	36	Case	\$	\$
383	4/5 LB BAG	Fresh Express Carrot Sticks	36	Case	\$	\$
384	4/1 GAL	Kraft Dressing, Italian	36	Case	\$	\$
385	4/1 GAL	Naturally Fresh Dressing, Ranch	36	Case	\$	\$
386	12 CT	Knorr Chicken Gravy Mix	36	Case	\$	\$
387	12 CT	Knorr Brown Gravy Mix	36	Case	\$	\$
388	2/5 LB BAG	Harbor Banks Fish patties	48	Case	\$	\$
389	4/5 LB BAG	Fresh Express Coleslaw mix	36	Case	\$	\$
390	2/5 LB BAG	Tyson Chicken tenders	60	Case	\$	\$
391	5/10 LB BAG	Fresh Express Bell Pepper, diced	36	Case	\$	\$
392	8/6 OZ	Welch's Juice, Grape, individual	48	Case	\$	\$
393	8/6 OZ	Ocean Spray Juice, Apple, individual	48	Case	\$	\$
394	8/6 OZ	Ocean Spray Juice, Orange, individual	48	Case	\$	\$
395	250 CT	Kool Aid Fruit punch, dry	20	Case	\$	\$
396	40 CT	Cattleman's Select Hamburger patties	60	Case	\$	\$
397	96 CT	Flowers Hamburger buns	40	Case	\$	\$
398	5 LB BAG	Simplot French fries	60	Case	\$	\$
399	500 CT	Nabisco Saltine crackers	36	Case	\$	\$
400	200 CT	Nabisco Graham crackers	36	Case	\$	\$
401	6#10	Chef Boyardee Beef ravioli meat sauce	48	Case	\$	\$
402	2/5 LB BAG	Tyson Tom turkey	15	Case	\$	\$
403	6/2 LB 3 OZ	Morton Salt	12	Case	\$	\$
404	2/5 LB BAG	Tyson Honey wings	60	Case	\$	\$
405	4/5 LB CTN	Hormel BBQ Beef	36	Case	\$	\$
406	4/5 LB BAG	Fresh Express Lettuce shredded	60	Case	\$	\$
407	4/5 LB BAG	Fresh Express Celery, chopped	36	Case	\$	\$

408	4/18 PER CTN	Egglands Best Eggs	36	Case	\$	\$
409	6/2 LB	Blue Bonnet Margarine (no trans-fat)	12	Case	\$	\$
410	2/5 LB BAG	Birds Eye Cut Okra	10	Case	\$	\$
411	6/6 OZ	Jell-O, Strawberry	36	Case	\$	\$
412	6/48 OZ	Dynasty Egg Noodles	48	Case	\$	\$
413	2/5 LB BAG	Tyson Chicken breast strips	60	Case	\$	\$
414	6/2 LB 3 OZ	Old El Paso Nacho Chips	60	Case	\$	\$
415	96 CT	Old El Paso Flour Tortillas	36	Case	\$	\$
416	2/5 LB BAG	Fresh Express Salad Mix	48	Case	\$	\$
417	6#10	Kraft Nacho cheese	36	Case	\$	\$
418	6#10	Beef ravioli meat sauce	48	Case	\$	\$
419	4/1 GAL	Kens Steakhouse Caesar Salad dressing	36	Case	\$	\$
420	2/5 LB BAG	Tyson Fajita chicken breast strips	60	Case	\$	\$
421	2/5 LB BAG	Tyson Chicken Philly Meat	60	Case	\$	\$
422	2/5 LB BAG	Tyson Chicken Wings Boneless	60	Case	\$	\$
423	500 CT	Nabisco Wheat Saltine Crackers	36	Case	\$	\$
424	2/5 LB BAG	Hormel Beef Philly Meat	60	Case	\$	\$
425	6/2 LB 3 OZ	Lawry's Sloppy Joe Meat Powder	36	Case	\$	\$
426	2/5 LB BAG	Tyson Popcorn Chicken	60	Case	\$	\$
427	6#10	Old El Paso Refried Beans	36	Case	\$	\$
428	6#10	Allen's Field snap	40	Case	\$	\$
429	2/5 LB BAG	Hormel Turkey breast	25	Case	\$	\$
430	15-19 LB EA	Gwaltney Spiral Ham	40	Case	\$	\$
431	2/5 LB BAG	Tyson Chicken Nuggets	48	Case	\$	\$
432	2/5 LB BAG	Veg All Vegetable Medley	36	Case	\$	\$
433	4/1 GAL	Red Gold Bottle ketchup	60	Case	\$	\$
434	2/5 LB BAG	Tyson Honey wings	60	Case	\$	\$
435	2/5 LB BAG	Fresh Celery sticks	36	Case	\$	\$
436	6/2 LB 3 OZ	McCormick's Chili Powder	36	Case	\$	\$
437	6/2 LB 3 OZ	McCormick's Onion Powder	36	Case	\$	\$
438	6/2 LB 3 OZ	McCormick's Garlic Powder	36	Case	\$	\$
439	6 COUNT	MS Smiths Sweet Potato Pie	20	Case	\$	\$

440	2/5 LB BAG	Lettuce Salad Mix	48	Case	\$	\$
441	6#10	Hunts Tomato Paste	40	Case	\$	\$
442	2 COUNT	Sara Lee ½ Sheet cake, yellow	30	Case	\$	\$
443	6/3000 FT	Glad Plastic Film	36	Case	\$	\$
444	4/1 GAL	Clorox Bleach	36	Case	\$	\$
445	1000 COUNT	Genpak Forks, plastic	72	Case	\$	\$
446	1000 COUNT	Dart Foam Cups, 8 OZ	24	Case	\$	\$
447	1000 COUNT	Dart Foam Cups, 12 OZ	72	Case	\$	\$
448	4/125 COUNT	Celebrity Foam Plates, 9"	100	Case	\$	\$
449	500 COUNT	Genpak Spork	72	Case	\$	\$
450	1000 COUNT	Dart Foam Soup Bowls, 12 oz.	36	Case	\$	\$
451	1 GAL	Dawn Dish Detergent	36	Each	\$	\$
452	12/500 COUNT	Dinette Dinner Napkins	48	Case	\$	\$
453	1000 COUNT	Americare Disposable gloves, med, latex free	36	Case	\$	\$
454	500 COUNT	Ziploc Sandwich bag (94600-500)	36	Case	\$	\$
GRAND TOTAL						

Required Submittal Checklist**13ITB85729YA-AP****PERISHABLE & NON-PERISHABLE FOOD ITEMS**

Bidder's Name: _____

Item#	Required Bid Submittal Check Sheet	Check(√)if Applicable	Check(√) if Completed
1	One (1) Bid marked "Original", _____ () copies		
2	Bid Form – submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.		
3	Bid Breakdown Form		
4	Acknowledgement of each Addendum		
5	Bid Bond (separate envelope if Public Works Construction project)		
6	Purchasing Forms Form A –Non-Collusion Affidavit of Prime Bidder/Offeror Form B – Certificate of Acceptance of Request for Bid/Proposal requirements Form C – Georgia Utility Contractor License (If required) Form D – Certificate Regarding Debarment Form E - Disclosure Forms & Questionnaire Form F - Declaration of Employee-Number Categories Form G – Georgia Security and Immigration Contractor Affidavit and Agreement Form H – Georgia Security and Immigration Subcontractor Affidavit		
7	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C -Schedule of Intended Subcontractor Utilization Exhibit D -Letter of Intent to Perform as Subcontractor Exhibit E -Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G -Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)		
8	Risk Management Insurance Provisions Form		
9	Project References		